

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

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FILE: B-184801

DATE: December 16, 1975

MATTER OF: Arizona Cable T.V., Inc.

**DIGEST:**

Claimant may not be paid expenses allegedly incurred in preparing to construct cable television at Job Corps Center, because Center Director lacked contracting authority, and because there is no evidence of express or implied ratification by an authorized contracting official of the Government.

An authorized certifying officer of the Forest Service, Department of Agriculture, has requested our decision upon a claim for services by Arizona Cable T.V., Inc., in the amount of \$1,200.

The record shows that in 1971, Arizona Cable T.V. agreed to install a cable television system in the Heber-Overgaard, Arizona community if 200 subscribers were obtained in advance. A local committee of private citizens, formed to obtain the subscriptions, inquired of the Director of the Heber Civilian Conservation Center whether the Center would participate in the system. The Center Director advised the local committee by letter:

"Permission has been granted the Center to pay for the installation of TV cable to service fifty-three locations at the center.

"This payment may not be made until the entire system is installed. It is a policy of the government not to purchase any non-existing service.

"A purchase order can be issued at the present time. Upon completion of the system the purchase order will be processed and payment will follow within thirty days.

"I hope this method of payment will be satisfactory to the TV cable company with whom you are negotiating. I realize they prefer the money be placed in escrow in advance of installation but I am confident they can understand the government's position."

A purchase order was never issued to Arizona Cable T.V. and when the Center was closed approximately three years later the cable had not been installed within the Center. However, shortly before the closing of the Center, the claimant submitted an invoice in the amount of \$1,200 for engineering and drafting expenses allegedly incurred in preparation for the installation of the cable at the Center.

We have been advised by the Forest Service that the Center Director lacked authority to contract. It is well established that the United States cannot be bound beyond the actual authority conferred upon its agents by statute or regulation. See, United States v. Grance, 341 F. 2d 161, 166 (8th Cir. 1965). Even were we to assume that the Center Director's letter was sufficient to support a reasonable detrimental change of position on the part of Arizona Cable T.V., the law is well settled that payment for the reasonable value of services rendered (quantum meruit) or reasonable value of goods received (quantum valebat) is conditioned on an express or implied ratification by an authorized contracting official of the Government. 40 Comp. Gen. 447, 451 (1961); Dictamatic Corporation, B-181038, May 16, 1974, 74-1 CPD 260.

However, since no purchase order was issued to Arizona Cable T.V., and since there is no evidence of express or implied ratification by an authorized contracting official, no obligation of any nature devolved upon the Government and the claim may not be paid.

  
Acting Comptroller General  
of the United States